



**CUSTOM SOFTWARE, TECHNICAL DATA, AND
ASSISTANCE LICENSE ADDENDUM
(E600M 2/02)**

Contractor, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

ARTICLE 1—DEFINITIONS

All words, phrases, or terms defined in other parts of this Agreement shall have the same meaning in this Addendum. The following additional words, phrases, or terms shall have the following meaning:

- i. "Custom Software" means all or any portion of the computer software code, components, dynamic link libraries (DLLs), and programs delivered on any media provided in source, object, or executable code format(s), inclusive of backups, updates, or merged copies permitted hereunder or subsequently supplied under any Purchase Order, exclusive of Software.
- ii. "Technical Data" means, without limitation, all technical materials including formula, compilations, programs, methods, techniques, know-how, technical assistance, processes, designs, schematics, user documentation, training documentation, specifications, drawings, flowcharts, briefings, test or quality control procedures, or other similar information supplied or disclosed by Contractor under any Purchase Order.
- iii. "Map Data" means any digital data set(s) including geographic, vector data coordinates, raster, or associated tabular attributes supplied or used in performance of any Purchase Order.
- iv. "Deliverables" means Custom Software, Technical Data, or Map Data specified for delivery or use by State under a Purchase Order.
- v. "Supported Software" means the Software identified pursuant to Article 2.
- vi. "Purchase Order" means a document issued by the State that both references 1) the terms and conditions contained herein and 2) a proposal submitted by Contractor, which has been signed by the Contractor Senior Contract Administrator. The referenced authorized proposal shall be attached to the Purchase Order.
- v. "Implementation Services" means those services necessary to start and maintain within an individual's agency's IT or GIS environment, the ESRI product suite including ESRI's add-ins, tools, utilities and existing applications. These implementation services would typically be required when installing or updating ESRI software, when changes are made in an individual agency's information technology environment in which an existing installation of ESRI software is being hosted, or when a new application is introduced into the information technology environment that requires alteration of an existing installation of ESRI software. These services may include planning and design for anticipated changes in either the ESRI software, changes in the environment in which the software is being hosted, or in resolution of conflicts between ESRI products and other applications within an agency.

ARTICLE 2—PURCHASE ORDERS AND PROJECT SCHEDULE

Contractor shall provide Deliverables as specified in Purchase Orders for support of the Software identified therein ("Supported Software"). Each party shall identify in writing the project manager who is responsible for the Deliverables specified in Purchase Orders. By written notice, either party may replace the project manager at any time with a similarly qualified person.

Contractor shall complete each Purchase Order in accordance with the schedule specified in that Purchase Order.

Each party may enter into Purchase Orders at its sole discretion. Contractor shall not have any obligation under a Purchase Order unless the Contractor Senior Contract Administrator has signed the proposal referenced in the Purchase Order.

ARTICLE 3—LICENSE GRANT

Subject to the terms and conditions set forth in this Agreement and effective upon their delivery, Contractor hereby grants to State a nonexclusive, worldwide license in the Deliverables to use, modify, and reproduce the Deliverables in connection with State's authorized use of Supported Software. The grant in the immediately preceding sentence does not apply to Map Data, which State must separately and directly license from the vendor.

ARTICLE 4—PATENTS AND INVENTIONS

During performance of Purchase Orders, the parties anticipate that inventions, innovations, and improvements ("Inventions") relating to the subject matter of such Purchase Orders may be conceived solely or jointly by principals, employees, consultants, or independent contractors (hereinafter called "Inventors") of the parties hereto.

The parties agree that, as of the effective date of this Agreement, Contractor or its licensors own all intellectual property rights in the Software. During the term of this Agreement, State shall promptly notify Contractor if State becomes aware of any known or suspected infringement or violation of these rights.

Each party shall retain title to any Inventions made or conceived solely by its Inventors during the term of this Agreement, including, but not limited to, such Inventions as Contractor's Inventors solely conceive while providing technical assistance pursuant to this Agreement. The parties shall jointly own any Invention made jointly by Inventors from both parties. With respect to such Inventions of State relating to the Software, State hereby grants and agrees to grant to Contractor an irrevocable, royalty-free, nonexclusive, worldwide right and license, with right to sublicense, use, make, sell, offer to sell, or import such Inventions for any purpose, whether or not patented in the country of such past or intended use.

State agrees to disclose promptly to Contractor (i) each Invention relating to the Software and made or conceived by State's Inventors during the term of this Agreement and (ii) of any decision to file a patent application with respect to such Invention and the country or countries in which such application will be filed.

Where only one party has title to an Invention, that party, at its sole discretion, shall have the right, but not the obligation, at its expense to: (i) decide on whether or not to seek or maintain, or to continue to seek or maintain, patent protection in any country on such Invention; (ii) decide the extent and scope of such protection; and (iii) protect and enforce in any country any patents issued on such Invention.

Except as provided in the next paragraph, where an Invention is jointly owned, each party shall share equally the costs of acquiring protection for the Invention and furnish the other joint owner with assistance reasonably required for acquiring protection.

The acquisition or maintenance of protection shall not be abandoned by a joint owner (the "Assigning Owner") without giving the other joint owner (the "Beneficial Owner") an opportunity to intervene and acquire or maintain protection at the Beneficial Owner's expense. The Assigning Owner electing not to acquire or maintain protection on any Inventions in any country or countries shall assign such of its rights in such Inventions to the Beneficial Owner as is necessary to enable the Beneficial Owner to protect such Inventions in such country or countries at its expense and for its exclusive benefit. In such event, the Assigning Owner shall make available to the Beneficial Owner the Assigning Owner's Inventors and shall otherwise cooperate with the Beneficial Owner in order to assist the Beneficial Owner in protecting such Inventions. The Beneficial Owner shall reimburse the Assigning Owner for all reasonable out-of-pocket expenses incurred in rendering such assistance. If any such Inventions are so protected by the Beneficial Owner, then the Assigning Owner shall have a license with respect to the subject matter of such protected Inventions in such country or countries.

All Inventions made by Inventors during performance of tasks and activities defined by Purchase Orders during the term of this Agreement will be presumed, absent clear and convincing evidence to the contrary, to have resulted from the Inventors' activities under the Purchase Orders.

Neither party may license, transfer, sell, or otherwise alienate or encumber its interest in jointly owned Inventions without the written consent of the other party, which shall not be unreasonably withheld. However, either party may transfer such Inventions to its Affiliates for their internal use only. "Affiliate" shall mean the parent or subsidiary companies of a party or subsidiary companies to a party's parent provided there is more than fifty percent (50%) ownership of the subsidiary by the parent or party.

ARTICLE 5—OWNERSHIP, CONFIDENTIALITY, AND EXPORT CONTROLS

Except as specifically granted in this Agreement, Contractor or its licensors own and retain all right, title, and interest in the Deliverables. This Agreement does not transfer ownership rights of any description in the Deliverables to State or any third party.

Unless otherwise agreed in writing, the Deliverables are Contractor confidential and State shall preserve and protect their confidentiality. Insofar as its rights may be legally restricted, State agrees not to reverse engineer or decompile Deliverables delivered only in object code, executable code, or formats subject to similar or greater means of access control (collectively, "Secure Formats"). For Deliverables delivered in source code or other human-readable formats, State shall have met its obligations under this Article if its disclosure of Deliverables is limited to Deliverables in Secure Formats, *provided that* the means for reverse engineering, decompiling, or disassembling such Deliverables is withheld from such disclosure, and the person or entity in receipt of such Deliverables similarly agrees not to perform such acts or allow others to do so.

Except as provided in the preceding paragraph, State shall not disclose the Deliverables to employees or third parties without the advanced written consent of Contractor. However, State may, without such consent, make such disclosures to employees as are reasonably required for the State's authorized use of the Supported Software, provided that such disclosure is strictly limited to the portions of the Deliverables needed for that purpose.

The disclosures permitted under the preceding paragraph shall not relieve State of its obligation to maintain the Deliverables in confidence and comply with all applicable laws and regulations of the United States, including, without limitation, its export control laws. Furthermore, before disclosing all or any portion of the Deliverables to employees or third parties as permitted in the preceding paragraph, State shall inform such employees or third parties of the obligations in this Article and obtain their agreement to be bound by them.

State shall not have any obligation to protect any part of a Deliverable that it can prove: (i) was in State's possession before receipt from Contractor; (ii) is or becomes a matter of public knowledge through no fault of State; (iii) is rightfully disclosed by a third party without a duty of confidentiality; (iv) is disclosed by Contractor to a third party without a duty of confidentiality; (v) is independently developed by State; or (vi) is required to be disclosed by operation of law.

ARTICLE 6—ACCEPTANCE

A. For Time and Materials Purchase Orders

Deliverables are provided strictly on a time and materials basis. Therefore, no acceptance provision is applicable.

B. For Firm Fixed Price Purchase Orders

Deliverables for fixed price Purchase Orders shall be categorized as follows:

- i. "DELIVERABLE ACCEPTED" means a Deliverable conforming to applicable Purchase Order(s) with no more than minor nonconformities. State shall complete its acceptance review within fifteen (15) working days of receiving each Deliverable.
- ii. "DELIVERABLE ACCEPTED WITH REWORK" means a deliverable substantially conforming to applicable Purchase Order(s), but having a significant number of identified nonconformities and accepted subject to rework by Contractor. Contractor shall rework the Deliverable for the identified nonconformities and resubmit it within thirty (30) days. State will rerun its acceptance review for the nonconformities detected in the initial review within fifteen (15) working days of such resubmission and will reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.
- iii. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Purchase Order(s). Contractor shall rework the Deliverable and resubmit it to State within thirty (30) days, at which time State shall fifteen (15) working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

State agrees it shall not use any Deliverable in its business operations before acceptance as described in Subsections B(i) or B(ii). If Contractor does not receive within fifteen (15) working days after delivery written notice that the Deliverable is "ACCEPTED WITH REWORK" or "REJECTED" in accordance with B(ii) or B(iii), or if State uses the Deliverable in its business operations, the Deliverable shall be deemed, as of the first to occur of either of these events, to have been accepted.

ARTICLE 7—CHANGES TO SCOPE OF WORK

State may, at any time, request changes within the general scope of this Agreement in the Deliverables to be provided. If such changes cause an increase or decrease in the cost or time required to provide the Deliverables under any Purchase Order (regardless of whether the Purchase Order itself is changed), an equitable adjustment in the price or schedule, or both, shall be made, and this Agreement shall be modified accordingly in writing and signed by both parties.

ARTICLE 8—COMPENSATION; INVOICES

A. For Time and Materials Effort

Contractor shall prepare and submit to State written monthly invoices showing the compensation due for work performed under Purchase Orders. The amount invoiced will be equal to the number of hours expended during the previous month multiplied by the rates for labor categories set forth in Attachment A, plus a 15% handling fee on other direct costs. Contractor may, at its sole discretion, stop work in order to avoid exceeding the total value of applicable Purchase Orders. Contractor will notify State when 80% of the budget under an individual Purchase Order has been expended. Any election to exceed such total value shall not affect the rights or obligations of the parties under this Agreement, including any right to compensation for such excess work and to stop work at anytime after such total value is exceeded.

B. For Firm Fixed Price Effort

Contractor shall prepare and submit monthly invoices based on the percent complete for each Deliverable as of the end of the preceding month. Upon acceptance of all Deliverables under a Purchase Order, the full amount of that Purchase Order is due.

C. Payment

State shall pay each invoice no later than thirty-five (35) days after receipt thereof.

ARTICLE 9—LIMITED WARRANTY

A. Warranty

Contractor warrants that for a period of thirty (30) days after acceptance of a Deliverable that the Deliverable will conform, in a manner consistent with professional and technical standards in the software industry, with applicable written specification included in the corresponding Purchase Order or delivered to State pursuant to this Agreement.

B. Disclaimer

1. THE WARRANTY SET FORTH IN SECTION "A" OF THIS ARTICLE IS IN LIEU OF, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT DELIVERABLES ARE ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTION, OR ARE COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS; AND (ii) ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT.
2. IN ADDITION TO AND WITHOUT LIMITING THE PRECEDING PARAGRAPH, CONTRACTOR DOES NOT WARRANT IN ANY WAY THE MAP DATA, WHETHER SUPPLIED BY LICENSEE OR CONTRACTOR, OR THE VENDORS OF EITHER OF THEM. IF SUPPLIED BY CONTRACTOR OR ITS VENDORS, CONTRACTOR BELIEVES SUCH MAP DATA IS RELIABLE, BUT IT MAY NOT BE FREE OF NONCONFORMITIES, DEFECTS, ERRORS, OR OMISSIONS; BE AVAILABLE WITHOUT INTERRUPTION; BE CORRECTED IF ERRORS ARE DISCOVERED; OR MEET LICENSEE'S NEEDS OR EXPECTATIONS. CONTRACTOR IS NOT INVITING RELIANCE ON MAP DATA, AND LICENSEE SHOULD ALWAYS VERIFY ACTUAL DATA FROM DOCUMENTS OF RECORD, FIELD MEASUREMENT, OR OBSERVATION.

ARTICLE 10—LIMITATION OF LIABILITY

A. Disclaimer of Certain Types of Liability

IN NO EVENT SHALL Contractor OR ITS LICENSOR(S) BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE DELIVERABLES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT Contractor OR ITS LICENSOR(S) HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

B. General Limitation of Liability

IN NO EVENT WILL CONTRACTOR'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, EXCEED THE AMOUNTS PAID TO CONTRACTOR BY LICENSEE FOR THE DELIVERABLES FROM WHICH THE LIABILITY DIRECTLY AROSE.

C. Applicability of Disclaimers and Limitations

State agrees that the limitations of liability and disclaimers set forth in this Agreement will apply regardless of whether State has accepted the Deliverables or any other product or service delivered by Contractor. The parties agree that Contractor has set its prices and entered into this Agreement in reliance upon the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose or cause consequential loss), and that the same form an essential basis of the bargain between the parties.

ARTICLE 11—HIGH RISK ACTIVITIES

- A. DELIVERABLES ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR RESALE FOR USE WITH CRITICAL HEALTH AND SAFETY OR ONLINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS THAT REQUIRE FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, EMERGENCY RESPONSE, LIFE SUPPORT, OR WEAPONS SYSTEMS ("HIGH RISK ACTIVITIES"). CONTRACTOR SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.
- B. State represents and warrants that it will not use, distribute, or resell Deliverables for High Risk Activities and that it will ensure that its customers and end users of the Deliverables are provided with the notice in Section A of this Article.

ARTICLE 12—TERM AND TERMINATION

A. Term

Unless terminated earlier pursuant to Section B or C of this Article, the term of this Addendum shall expire upon the later to occur of (i) the delivery of the last scheduled Deliverable as specified in the Purchase Orders executed under this Addendum or (ii) the expiration of a two (2)-year period commencing on the date this Agreement is executed.

B. Termination for Convenience

State may terminate this Addendum or Purchase Order at any time on thirty (30) days' written notice to Contractor and upon payment to Contractor of all amounts due to date pursuant to this Addendum, including work in process and materials.

C. Termination for Cause

Either party, as applicable, shall have the right, in addition and without prejudice to any other rights or remedies, to terminate this Addendum or any Purchase Order as follows:

- i. By Contractor, at its sole discretion and without opportunity to cure, if (a) State fails to pay after thirty-five (35) days' written notice the amounts due to Contractor pursuant to the "Compensation; Invoices" article of this Addendum, (b) Contractor has terminated all or any part of this Agreement under any other of its provisions, or (c) State engages in unauthorized use, reproduction, or disclosure of Deliverables.
- ii. By either party for any material breach of this Addendum that is not cured within thirty (30) days of receipt by the party in default of a notice specifying the breach and requiring its cure.

D. Obligations upon Termination

Upon termination of this Addendum, the parties shall have no further obligations pursuant to its terms, except that Articles 4, 5, 8, 9B, and 10–14 shall survive termination. Unless State has materially breached its obligations under this Agreement, Articles 3 and 9A shall also survive termination.

ARTICLE 13—RESTRICTIONS ON HIRING

State shall not solicit for hire any Contractor employee who is associated with efforts called for under this Agreement during the term of this Agreement and for a period of one (1) year thereafter. In the event the foregoing provision is breached, State shall pay Contractor liquidated damages for recruiting and training costs equal to twelve (12) months of the employee's compensation plus any legal expenses associated with the enforcement of this provision.

ARTICLE 14—RESERVED

ARTICLE 15—INDEPENDENT CONTRACTOR

Contractor is, and at all times will be, an independent contractor. Nothing in this Agreement shall be deemed to create an employer/employee, principal/agent, or joint venture relationship. Neither party has the authority to enter into any contracts on behalf of the other party or otherwise act on behalf of the other party.

ARTICLE 16—FORCE MAJEURE

The obligations in this Addendum are subject to the "Force Majeure" article set forth in this Agreement.

ARTICLE 17—COMMERCIAL TERMS AND CONDITIONS

This Addendum contains Contractor's commercial terms and conditions. State's rights in the Deliverables are strictly limited to the uses granted by this Agreement. In the event any court, arbitrator, or board holds that the U.S. Government has greater rights to any portion of the Deliverables, such rights shall extend only to the portion(s) affected, and use, duplication, or disclosure by the U.S. Government is subject to restrictions as provided in DFARS §227.7202-1(a) and §227.7202-3(a) (1995), DFARS §252.227-7013(c)(1)(ii) (OCT 1988), FAR §12.212(a) (1995), FAR §52.227-19 (June 1987), or FAR §52.227-14 (ALT III) (June 1987), as applicable.

ARTICLE 18—NOTICE

All notice required by this Agreement shall be in writing to the parties at the following respective addresses, or to such other address as a party may subsequently specify in a notice provided in the manner described in this Article, and shall be deemed to have been received (i) upon delivery in person; (ii) upon the passage of three (3) days following post by first class registered or certified mail, return receipt requested, with postage prepaid; (iii) upon the passage of two (2) days following post by overnight receipted courier service; or (iv) upon transmittal by confirmed telex or facsimile, provided that if sent by facsimile a copy of such notice shall be concurrently sent by U.S. certified mail, return receipt requested and postage prepaid, with an indication that the original was sent by facsimile and the date of its transmittal:

State: Department of Administration, Procurement Division

402 W. Washington St. Rm W468

Indianapolis, Indiana 46204

Attn.: Mark Hempel

Tel.: _____

Fax: _____

Contractor: Contractor

380 New York Street

Redlands, CA 92373-8100

Project/Technical Notice—Attn.: Susan M. Keith

Senior Contract Administrator

Tel.: 909-793-2853, extension 2798

Fax: 909-307-3034

Legal Notice—Attn.: Contract Manager

Tel.: 909-793-2853, extension 1593

Fax: 909-307-3020

With a copy to Susan Keith, Contract Administrator

**ATTACHMENT A
TIME AND MATERIALS RATE SCHEDULE**

Effective January 1, 2004

Hourly time and materials labor rates have been provided for each labor category for calendar year 2004. The hourly labor rates for services that are performed after 2004 may be escalated in an amount not to exceed seven and one-half percent (7.5%) each year. Other direct costs, such as travel, reproduction, subcontractor, telecommunication/freight, or materials, will be charged a material handling fee and invoiced.

Principal

Hourly Rate: \$273/Hour

These staff work as program directors or project advisors providing project vision, strategic consulting, and program management for all types of geographic information system (GIS) projects. These staff apply market/application domain expertise with extensive experience in GIS and related technologies to ensure the successful completion of the program. Consulting activities may include strategic planning, review and oversight of requirements definition, application and database design, and system integration consulting. Management activities may include defining program requirements, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. These staff work with senior client staff and have the support of senior ESRI corporate staff to ensure successful project completion.

Senior Consultant

Hourly Rate: \$207/Hour

These staff work as project managers or project advisors providing strategic consulting and program management for all types of GIS projects. These staff apply market/application domain expertise with extensive experience in GIS and related technologies to ensure the successful completion of the program. Consulting activities may include strategic planning, GIS workshops and seminars, requirements definition, application and database design and development, and system integration consulting. Management activities may include defining program requirements, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. They design comprehensive work plans that employ structured systems methodologies, which define project deliverables, milestones, and realistic schedules.

Consultant

Hourly Rate: \$164/Hour

These staff provide day-to-day consulting and management of contracted projects within ESRI. They work under the guidance of senior ESRI consulting staff and support the design and implementation of defined work plans. They provide traditional consulting services and also provide design and management support to application development projects and database conversion projects. They conduct detailed requirements interviews, document application requirements, develop logical and physical database designs using computer-aided software engineering (CASE) tools and entity-relationship (E-R) diagramming methodologies, design and develop software and database quality assurance/quality control (QA/QC) programs, and provide management oversight of daily technical activities. They work with senior consulting and technical staff to design comprehensive work plans that employ structured systems methodologies, which define project deliverables, milestones, and realistic schedules. These staff also work with ESRI administrative staff to ensure that progress and financial reporting is provided according to contract requirements.

Senior Technical Designer

Hourly Rate: \$213/Hour

These staff are the senior technical staff at ESRI. They provide the overall technical vision and system architecture for large complex systems. They ensure that sound software engineering principles and life cycle methodologies are applied to projects. They are actively involved in systems architecture design, application software design, database process design, and all phases of coding including the conduct of design and code reviews. They may serve as the principal investigator in focused studies or research and development (R&D) projects. While staff in this category have broad technical knowledge of GIS applications and related technologies, they also provide specific expertise in areas such as Internet applications, data

warehousing, spatial analysis, and modeling. They are proficient in ESRI® software languages as well as third generation programming languages, Internet markup languages, and other technologies.

Technical Designer

Hourly Rate: \$172/Hour

GIS system/software developers design technical project plans for the implementation of application software projects and database development projects. They oversee the day-to-day technical activities of the project team and ensure that appropriate systems methodologies are employed. They design and develop QA/QC programs and oversee design and code reviews, database reviews, and other QA/QC activities throughout the project life cycle. They will perform detailed software design, detailed database conversion design, and be directly involved in the coding and implementation of the more complex and strategic portions of application software and database conversion projects. They are proficient in ESRI software languages as well as third generation programming languages, Internet markup languages, and other technologies.

Technical Analyst

Hourly Rate: \$134/Hour

Staff in this category work independently to perform software coding and write software documentation to design specifications developed by senior staff. They also design and implement data conversion procedures. These staff also perform software and database quality control. They are proficient in the coding of software and processing of digital databases. They are proficient in ESRI software languages as well as third generation programming languages, Internet markup languages, and other technologies.

Database Analyst

Hourly Rate: \$113/Hour

These staff provide database development support in creating cartographic and digital data products. Areas of expertise include performing data conversion, migration, and translation activities utilizing advanced processing techniques in ARC/INFO® and/or ArcInfo™ software. Additionally, these staff design and implement efficient production tools and coordinate work flow with project personnel.

ESRI is a trademark, registered trademark, or service mark of ESRI in the United States, the European Community, or certain other jurisdictions.